

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 * 5
2. AMENDMENT/MODIFICATION NO. <b>PR-R9-00-10041/0002</b>		3. EFFECTIVE DATE <b>05/25/00</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. EPA Region IX Contracts Office (Attn: Jeri Simmons) 75 Hawthorne St. San Francisco, CA 94105</b>		CODE <b>PMD-8</b>	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(T)	9A. AMENDMENT OF SOLICITATION NO. <b>RFP NO. PR-R9-00-10041</b>
			X	9B. DATED (SEE ITEM 11) <b>04/12/00</b>
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE FACILITY CODE				

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(T)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The receipt date of proposals is changed From: 05/31/00 To: 06/09/00; therefore Block 9 on the Standard Form 33 (the first two pages of the RFP) is hereby changed from "May 31, 2000" to "June 09, 2000".
- OFFERORS **MUST** ACKNOWLEDGE RECEIPT OF ALL AMENDMENTS TO THE RFP (SEE BLOCK 11 ABOVE). PLEASE NOTE: The RFP is amended to allow for electronic acknowledgement of the Amendments; however, hardcopies of the Proposal must be submitted either by mail or by facsimile (reference Clauses L. 1, incorporating by reference FAR Clause 52.215-5, and L.19 of the RFP).
- See pages 2 thru 4 of this amendment for additional changes and corrections to the revised RFP, and a summary of questions received since the issuance of Amendment No. 1, and the answers.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<b>DAVID KATZKI</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGN
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The revised RFP (reference Amendment No. 1), Amendment No. 1, and this Amendment No. 2 are posted at the following URL address:

<http://www.epa.gov/oam/regions>

**I. THIS AMENDMENT NO. 2 MAKES THE FOLLOWING CHANGES AND CORRECTIONS TO THE REVISED RFP.**

Part I - The Schedule

1. **B.7, Schedule of Items and Prices:**

Items 0026 and 0027 (TO-14 and TO-15 under AIR ANALYSES), are amended to add on the following:

"0026D	Summa Canisters	\$ _____	\$ _____ "
"0027D	Summa Canisters	\$ _____	\$ _____ "

**Please note that the potential Offeror should include the above in their price proposal. Clause B.7 can be xeroxed for the Base and Option Periods, but the above items should be included. THE FIXED UNIT PRICE FOR THE SUMMA CANISTERS SHOULD INCLUDE THE RENTAL AND SHIPPING COSTS.**

2. **H.3, Indefinite Quantity (FAR 52.216-22) (Oct 1995)**, last sentence of Clause H.3, on page H-2 of 14, is amended to insert the following into the blank: **"90 Days"**.

Part III - List of Documents, Exhibits and Other Attachments

3. **Statement of Work, Attachment 3, QA/QC Procedures and Requirements:**

A. Page J1-A3-4, Section 2.5, Bullit # 7, is amended to add on the highlighted language shown below:

**"Submission, upon request of GC/MS tapes (CD's, cartridges, or optical disks are also acceptable) and applicable documentation for tape audits, including a hardcopy of the sample data package."**

B. Page J1-A3-11, Section 5.0, ANALYTICAL STANDARDS REQUIREMENTS, is amended as follows:

1) Revise the Section title as follows: **"5.0 ANALYTICAL STANDARDS REQUIREMENTS (In accordance with the DQI Tables or Analytical Methods, as appropriate)"**

2) Section 5.2.1 is amended to delete " $\pm 10\%$ ", and replace it with the following:

**"The Contractor shall demonstrate the quality of the standards by purchasing and analyzing a standard from a second source. The percent difference (%D) between the two standards shall be in accordance with the DQI Tables or analytical methods, as appropriate."**

Part IV - Representations and Instructions

3. **K.6, Small Business Program Representations:** K.6(a), on page K-5 of 10, is hereby amended to delete "9511 Air and Water Resource and Solid Waste Management" and replace with "8734 Laboratory Services".

4. **L.11.B**, Special Instructions For Preparation of the Technical Proposal (Phase I), on page L-4 of 35, is hereby renumbered to read "**L.11.A**", in lieu of "**L.11.B**".

5. **L.11.B**, General Instructions For Preparation of the Technical Proposal (Phase I), on page L-8 of 35, Paragraph 1, "**Length**", first sentence is amended as follows:

"The maximum length of the written technical proposals shall be limited to 50 typewritten pages **exclusive of the Laboratory Quality Assurance Plan (LQAP)**..."

Section L is hereby amended to delete all references to "Attachments A, G-1, and G-2", as follows:

6. **L.11**, Instructions for the Preparation of the Technical Proposal (Phase I):

A. The last sentence of Clause L.11.B (1), on page L-4 of 35, is deleted in its entirety.

B. Last item listed under L.11.B (2), 3 (Facilities and Equipment), on page L-6 of 35, which is

"(vi) Location of required equipment specified in Attachment G-2", is deleted in its entirety.

C. The following sentence is hereby deleted from L.11.B(2), 5 (Past Performance), subpara-graph f, on page L-8 of 35: "The Past Performance Questionnaire (Reference Attachment L...D) is a sample of what the Government may use to collect this information."

Section M, Evaluation Factors for Award, is amended to delete all references to "Attachments D,G-1, and G-4" as follows:

7. **M.5**, Evaluation Factors for Award, under **B. PAST PERFORMANCE (15 POINTS) -- Phase One**, last paragraph on page M-3 of 5, first sentence, is hereby replaced, in its entirety, by the following:

"Offerors' Past Performance will be evaluated using the past performance information obtained when the U.S. EPA contacts the references provided by the Offeror in response to Clause L.11".

\* \* \* \*

#### QUESTIONS AND ANSWERS ON THE RFP:

Question #1: Is there a listing available of subcontractors or companies to team, partner, or subcontract with?

Question #2: "I found another lab to team with. Rather than me submitting the RFP and having them as a subcontractor, would it make more sense to have them submit the RFP and include me as a subcontractor?"

Question #3: If we subcontract some of the work, does the subcontract lab need to submit a technical proposal?

**Answers:** Questions 1 and 2: EPA has an in-house source list for this procurement; however the EPA Contracting Officer has made a decision to not release the list. It will be each individual's or company's business decision on whether teaming, partnering, or subcontracting will be necessary, who this would be with, and what type of arrangement it would be. EPA will not provide any guidance or opinions in these matters.

Question 3: Your technical proposal should explain how you intend to implement the Statement of Work (SOW) and your technical approach to the requirements. EPA will be reviewing one technical proposal for each Proposal submitted. And EPA will need to know what you intend to have your teaming partner, or subcontractor, do. Whether you choose to

incorporate your subcontractor's, or teaming partner's, technical narrative in your proposal, or simply refer to the narrative and attach it, is up to you. EPA will not reviewing separate subcontractor proposals. There should be one cohesive technical proposal from the "prime" proposer.

Due to the particular nature of the work to be done, EPA may have to review and verify your teaming partner, or subcontractor's, ability to perform, their quality assurance procedures and how these would be implemented; therefore, the potential contractor, and its "procurement partner(s)", if selected to move into Phase II (reference Clause L.13, on page L-9 of 35), may be subject to PE Samples and on-site audits.

Question #4: Can you give some estimation on which tests are most frequently requested? **Answer:** Volatiles have been and are likely to be the most tested; however, all other tests are dependent on the specific nature, history, and current usage of each site.

Question #5: How is Table A of Section B.3 (Estimated Cost and Funding) to be completed?

Question #6: Clause F.1. does not list the base and options periods.

Question #7: G.6.(a) does not specify an issue date range "...orders may be issued from through" - (this is G.5(a), on page G-2 of 2):

**Answer for Questions 5,6 and 7:** The Government fills out the information at time of contract award.

Question #8: G.7 "Samples"- Storage duration for Summa Canisters was not mentioned. Since the laboratory relies on the rental of its Summa Canisters for revenue, storing these types of samples for an indefinite period may impact laboratory operations. How long must the laboratory store these types of samples before it is allowed to clean and re-use them? **Answer:** The Summa Canisters should be stored for the technical holding times specified in the Data Quality Indicator (DQI) Tables.

Question #9 Does this contract require double-sided reports and deliverables?

**Answer:** Yes, unless the Contracting Officer directs otherwise (reference Clause F.5, Use of Double-Sided Copying in the Submission of Reports, on page F-2 of 3).

Question #10: Is there a separate unit price for shipping? **Answer:** the fixed unit prices should be inclusive of shipping costs.

Question #11: In Section L.3, of this RFP, SIC for this RFP is 8734, laboratory service. Is it a small set aside? **Answer:** yes, this procurement is a small business set-aside.

Question #12: Does the lab have to be certified in California? **Answer:** No, but a lab should have the required permits and licenses required by the State they are operating in.

Question #13: Reference the Statement of Work, Attachment 3, QA/QC Procedures, page J1-A3-6, Section 3.2.A.2.c, which lists "Reporting Relationships" as a required element of a Laboratory Quality Assurance Plan (LQAP). What does "Reporting Relationships" mean? **Answer:** EPA needs to know what is your organizational hierarchy for QA/QC; for example, where and how does the QA/QC function "fit" within your organization, who is responsible for this function, who do they report to..., etc.

Reference the Statement of Work, Attachment 3, QA/QC Procedures:

Question #14: Regarding Section 3.2.H, page J1-A3-7: "Our Health and Safety Program is described in our Chemical Hygiene Plan (CHP). Does it also need to be in our QA Manual?"

Question #15: Regarding Section 3.2.I, page J1-A3-7: "Our QA Manual currently does not have a section on compliance with environmental regulations. This is described in our Chemical Hygiene Plan (CHP). Also, our CHP does not include a section on Air Pollution Prevention Measures: does this item need to be added prior to submittal of a proposal?"

**Answers to Questions 14 & 15:** You can incorporate by reference the information from your CHP, into the QA Manual or Laboratory Quality Assurance Plan. For Question #15, Section 3.2 of the Statement of Work (Attachment 3), states that the outline shown for an LQAP (on page J1-A3-6), is to be "used as a framework for developing the LQAP". It is up to each individual Proposer to determine what they will submit for the LQAP in their technical proposal to be responsive to the RFP; for example, a Proposer may choose to submit their existing LQAP, with a Cover Memo describing how their existing LQAP will be modified to meet the requirements of the Statement of Work.

Question #16: *Reference the Statement of Work, Attachment 3, Section 4.0, Standard Operating Procedures, under Section 4.2, Bullit #8, which states: "Documentation description and sample forms": this isn't included in our SOPs. Can this be added at a later date, but prior to receipt of samples?* **Answer:** Yes.

Question #17: *"For methods that have short hold-times (e.g. 48 hrs or less), receiving the samples in a timely manner would be critical. Will EPA commit to a maximum time from sample collection to lab receipt, that they would consider "timely". Could samples received outside that period be considered exempt from the hold-time criteria or possibly have the hold-time extended? In other words, how much time left on the hold-time would the lab be responsible for?"* **Answer:** A Contractor's responsibility starts upon receipt of the sample, and the clock starts when the sample is received, so the Contractor would not be exempt from the holding-time requirements; however, if there is a discrepancy, such as delay by EPA in shipping a sample, the Contractor would not be held responsible if EPA's actions affected the Contractor's ability to meet the required holding-time. But the Contractor is responsible for notifying EPA immediately of any discrepancy, such as a late sample shipment by EPA, and obtaining direction from EPA concerning analysis of the sample(s).

Question #18: *"Can laboratory-established control limits for QC samples be used instead of the limits listed in the SOW?"* **Answer:** You must, as a minimum, meet the Quality Control limits set forth in the Statement of Work.